



# City of Grand Island

Tuesday, August 27, 2019

Council Session

## Item I-1

**#2019-266 - Consideration of Approving Labor Agreement  
between the City of Grand Island and the International  
Association of Firefighters, Local No. 647**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** August 27, 2019

**Subject:** Approval of Labor Agreement between the City Of Grand Island and the International Association of Firefighters, Local No. 647

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

Firefighter/EMT, Firefighter/Paramedic, Fire Captain, Shift Commander and Life Safety Inspector job classifications in the Fire Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Association of Firefighters (IAFF), Local No. 647. The current labor agreement expires as of midnight September 30, 2019. The City and the IAFF met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

## **Discussion**

The proposed labor agreement will begin October 1, 2019 and continue through September 30, 2023. A summary of changes are listed below and follow the order of the contract:

1. The Shift Commander classification has been retitled to Battalion Chief.
2. The work period is now defined in the contract.
3. Recalls have been further defined to address when recalls extend into a normally scheduled shift.
4. Compensation for special work assignments has been defined.
5. The personal holiday will be compensated at an employee's current rate rather than a blended rate.
6. Holiday compensation has been defined for employees temporarily working 40-hour weeks, but are normally are under the 207(k) exemption.
7. The amount of vacation time has been increased at all levels for 56-hour employees and at 20 and 25 year service levels for 40-hour employees.
8. Seniority for vacation planning has been further defined to address the picking process.

9. Medical leave payout at retirement will increase from 1,576 hour to 1,593 hours, paid at 38% into a VEBA account.
10. Family Medical Leave Act (FMLA) language has been reduced to simply reference and follow federal regulations. Clarification has been added to the use of vacation time while on leave.
11. Military Leave and Nebraska Family Military Leave language has been updated to cite updated state statutes.
12. The light duty section has been further defined to address situations when an employee may elect to not return to light duty.
13. The leave request process has been updated to address the use of MUNIS for requesting time off.
14. The drug testing section has been updated to address testing limits and add opioids to the screening panel.
15. The residency requirement has been adjusted from 35 miles to 45 miles.
16. The Rates of Pay article has been updated to reflect a four-year agreement.
17. The VEBA paragraph removes stale and redundant language.
18. Language has been added to address reclassifications of EMTs moving to Paramedic and Paramedics moving to EMT.
19. The benefits article has been updated to address the terms of the high deductible health plan for the term of the contract.
20. The uniform allowance has been updated to reflect the return to a quartermaster system.
21. The occupational health section will include cancer testing if the GIFD Medical Director recommends such testing.
22. Work exchange language has been updated to address management rights to cancel work exchanges if either employee cannot fulfill the exchange.
23. The terms of mileage reimbursement will be addressed in the contract.
24. Long term disability and the terms of participation have been added to the contract.
25. Longevity pay, defined by years of service, has been added to the contract.
26. Language has been added to allow union meetings at Station 1.
27. The following table reflects the wage adjustments, by classification, for the term of the contract.

CLASS TITLE	2019 - 2020		2020 - 2021		2021 - 2022		2022 - 2023	
	Min	Max	Min	Max	Min	Max	Min	Max
Firefighter/EMT	10.50%	6.00%	2.00%	2.25%	2.00%	2.25%	2.00%	3.00%
Firefighter/Paramedic	6.00%	5.50%	2.00%	2.25%	2.00%	2.25%	2.00%	3.00%
Fire Captain	11.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Life Safety Inspector	11.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%
Shift Commander	17.00%	3.00%	2.00%	2.00%	2.00%	2.00%	2.00%	3.00%

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the International Association of Firefighters, Local No. 647.

## **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and the International Association of Firefighters, Local No. 647.



**and**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS**

**LOCAL NO. 647**

|      October 1, ~~2017-2019~~ through September 30, ~~2019~~2023

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## LABOR AGREEMENT

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. -This agreement shall become effective October 1, ~~2017-2019~~ for determining all wage and benefit issues and continue through September 30, ~~2019~~2023.

### PURPOSE AND INTENT OF THE OFFER

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The purpose of the City and the Union in entering this labor agreement is to promote harmonious relations between the employer and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish rates of pay, hours of work, and conditions of employment.

### ARTICLE I UNION RECOGNITION

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The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic, Fire Captain, ~~Shift Commander~~Battalion Chief and Life Safety Inspector. The positions of Fire Chief and Fire Division Chief are excluded.

### ARTICLE II HOURS OF WORK

#### A. WORK DAY AND WORK ~~WEEK~~PERIOD

The City shall establish the workday, the work period, and work schedules as permitted by law. Employees shall work a rotating twenty-four (24) hours on and forty-eight (48) hours off schedule with a Kelly Day system as defined in Article II, paragraph C. -At no time shall an employee be required to work more than forty-eight hours without a twelve (12) hour break. However, employees may volunteer to work beyond forty-eight (48) hours, but no more than seventy-two (72) hours.

Life Safety Inspector Classification:

The position will work a standard forty (40) hour workweek and shall be subject to all rules and regulations outlined in the Fair Labor Standards Act and as such will be entitled to overtime pay for the hours worked in excess of forty (40) per week.

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#### B. CHANGES IN WORK SCHEDULE

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

C. KELLY DAYS

~~We~~The Grand Island Fire Department will operate under a Kelly day scheduling system. The Kelly day schedule will affect only the 28-day cycle in which the employee would normally be scheduled to work 240 hours. The schedule will be reduced by one 24 hour shift to reduce the scheduled work time to 216 hours in the 28-day cycle. Kelly days will be scheduled by department administration.

D. OVERTIME

Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated. —
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

**ARTICLE III  
OVERTIME PAY**

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A. OVERTIME PAY

1. Hours Scheduled. -Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle.- For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.

2. Hours Worked.- For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. -For purposes of calculating overtime, hours worked shall include actual

hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

3. Eligibility.- Employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period. ~~Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.~~

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4. Recall. -If an employee is called to duty during off-duty time or while on a "Kelly Day" or any other type of leave time, and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half. In instances where the two (2) hour minimum extends into a normal shift, the employee will receive half-time in addition to regular pay for the remainder of the two (two) hour minimum effective at shift start. When an employee is held over for an unscheduled occurrence such as sickness or injury, the Department will use the following method to fill the opening: The Chief or his designee will solicit volunteers from the previous shift. If no volunteers are found, the Department will contact off-duty staff to volunteer. - If the opening is not filled by either of the above methods, the City will mandatorily fill the position by resorting to a rotating list of available employees and an employee will be selected based on inverse seniority so that the least senior employee will be selected and once an employee is ordered to work a mandatory overtime, he or she will not be eligible to work another mandatory overtime until all other names on the list are exhausted. - For example, Employee "A" is the least senior on A Shift and it becomes apparent that a vacancy will occur on the B Shift that needs to be filled, if no volunteers are found and off-duty staff has not agreed to come in to fill the vacancy, Employee "A" can be ordered to fill the vacancy. -The next time this contingency occurs, the next least senior employee will be eligible to be ordered to fill the vacancy and so on, until the rotating list is exhausted. The employee who is mandatorily scheduled after all other methods are exhausted will be paid at the rate of time and one-half. This excludes employees who are held over waiting for provisions of this paragraph to be implemented.

5. Unit of Pay. Overtime shall be accrued and compensated for in one-~~quarter-tenth~~ (1/10) hour units.

6. Employees assigned to special work assignments, outside regularly scheduled hours, will be paid at the rate of time and one-half regardless of hours worked in a work period. Special assignments include, but are not limited to, Husker Harvest Days and the Nebraska State Fair. Special assignments will be determined by the Fire Chief.

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#### ARTICLE IV HOLIDAYS AND HOLIDAY PAY

##### A. HOLIDAYS

The following holidays are observed:

New Year's Day                      January 1

Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Fourth Friday in November
Christmas Day	December 25

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. -This holiday shall be -credited simultaneously by all members of the bargaining unit during the first full pay period of October each fiscal year. -The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. -The contribution will be based on fifteen (15) hours of pay at a blended rate based on the top wage for all five (5) positions divided by five (5) the employee's current rate.

The following applies to the Life Safety Inspector classification:

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

#### B. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his or her last regularly scheduled day before the holiday and first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

#### C. HOLIDAY PAY

1. Employees shall be paid fifteen (15) hours pay at their regular hourly rate for each of the -nine (9) holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.

2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the fifteen (15) hours pay as set forth above.

2.  
3. Employees shall receive eight (8) hours of pay and the day off when scheduled for a forty (40) hour workweek. Examples of instances shall include light duty assignments, new hire scheduling, and Life Safety Inspector scheduling.

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## ARTICLE V VACATIONS

### A. ELIGIBILITY

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if ~~the~~ he/she leaves the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments.

For purposes of this Article a shift shall mean 24 hours.

### B. AMOUNT AUTHORIZED

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be granted 54-60 hours of vacation time. The employee will accrue an additional 54-60 hours in the first year of continuous service. (~~4-15~~39-46154 hours to accrue bi-weekly).  
(~~108-120~~ hours total or ~~4-5~~5 shifts)
2. 120-144 hours in the second through fifth years of continuous service (~~4-6~~154-55385 hours to accrue bi-weekly).  
(~~120-144~~ hours total or ~~5-6~~ shifts)
3. 144-168 hours in the sixth year of continuous service (~~5-538~~564616 hours to accrue bi-weekly).  
(~~144-168~~ hours total or ~~6-7~~ shifts)
4. 168-180 hours in the seventh through tenth years of continuous service (~~6-4616~~69320 hours to accrue bi-weekly).  
(~~168-180~~ hours total or 7.5-shifts)

5. ~~192-216~~ hours in the eleventh through fifteenth years of continuous service (~~7.38478.3077~~ hours to accrue bi-weekly).  
(~~192-216~~ hours total or ~~8-9~~ shifts)
6. ~~216-264~~ hours in the sixteenth through the twentieth years of continuous service ~~and thereafter~~ (~~8.307710.1538~~ to accrue hours bi-weekly).  
(~~216-264~~ hours total or ~~9-11~~ shifts)
7. ~~240-276~~ hours in the twenty-first through the twenty-fourth years of continuous service ~~and thereafter~~ (~~9.230810.6154~~ to accrue hours bi-weekly).  
(~~240-276~~ hours total or ~~10-11.5~~ shifts)
8. ~~252-288~~ hours in the twenty-fifth year of continuous service and thereafter (~~9.6923-11.0769~~ to accrue hours bi-weekly).  
(~~252-288~~ hours total or ~~10.512~~ shifts)

Life Safety Inspector classification:

Years 1 through 4	80 hours
Years 5 through 6	120 hours
Years 7 through 8	128 hours
Years 9 through 10	136 hours
Years 11 through 12	144 hours
Year 13	152 hours
Years 14 through 19	160 hours
Years 20 through 24	<del>168-180</del> hours
Year 25 and beyond	<del>176-200</del> hours

Years	56 Hour Employee	Years	40 Hour Employee
1	120	1 through 4	80
2 through 5	144	5 through 6	120
6	168	7 through 8	128
7 through 10	180	9 through 10	136
11 through 15	216	11 through 12	144
16 through 20	264	13	152
21	276	14 through 19	160
25+	288	20 through 24	180

25+	200
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C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four (4) consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two (2) shift days or less. Each employee shall take a vacation of at least two (2) consecutive shift days each year when eligible. The employee may not cancel vacation days in the middle of their consecutively picked vacation days.

Life Safety Inspector Classification:

The Chief will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive work days which may include the use of personal leave. Holidays, which occur during an employee's vacation, do not count as vacation time.

D. VACATION CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus 48 hours (2 shifts). An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

Life Safety Inspector Classification:

Employees will be allowed to carry-over the maximum amount of vacation that they earn in one year, plus eighty (80) hours. Current vacation time and carry-over time may be used during a single calendar year when authorized.

An employee who fails to use his/her vacation time through the employee's own decision loses all but the maximum carry-over amounts as mentioned above. The Human Resources Director and City Administrator may waive the provisions of this section in extreme circumstances for the good of the City.

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen (14) calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.



Pay at separation shall be directed to the employee's VEBA except in the case of death.

An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation schedule shall be created for the entire year. "Prime time" shall be defined as dates occurring between Memorial Day through Labor Day and Thanksgiving Day through New Year's Day. The senior employee shall have first pick of not more than half of their allotted shift-days during prime time. However, if half of the allotted shift-days is a fractional amount, then the number will be rounded up to the next whole shift. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four (4) shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill ~~on during~~ vacation leave, such employee cannot ~~take substitute~~ medical leave ~~and then take that portion of vacation leave at another time for vacation leave.~~

No more than four (4) employees from the Fire Department can ~~be~~ absent from one (1) shift at the same time.

A second pick of not more than four (4) consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four (4) days at one time. Only the first three (3) picks will be guaranteed. ~~The remaining work shifts may be selected until all days have been picked.~~ At the Chief's discretion an employee may be allowed to use vacation leave on one (1) or more shifts in increments to be determined by the Chief at the time of a request.

**ARTICLE VI  
MEDICAL LEAVE**

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of eighteen (18) hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1,695 hours. Medical leave shall be debited in half hour increments.

Life Safety Inspector Classification:

Medical leave will be accrued at a rate of eight (8) hours per month for full-time regular status employees. The maximum amount of medical leave hours that may be accrued is 1,084.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, non-compensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per –calendar year for illness of or injury to, a member of the immediate family as defined in this Section. Medical leave shall be debited in half hour units.

For purposes of medical leave, “immediate family member” shall mean a child, spouse, parents, mother-in-law, father-in-law and grandparents. “Child” shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing “in loco parentis”.

C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION

If an employee is absent for reasons that entitle the employee to use medical leave, the employee or a member of employee's household shall notify the supervisor on duty as soon as possible prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work the employee shall submit a leave form to his or her supervisor.

F. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces, and nephews. An employee shall be eligible to use up to forty-eight (48) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it

occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Fire Chief and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation.

Life Safety Inspector Classification:

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article V, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave not to exceed ~~4,576~~ 1,593 hours; the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate. For individuals named in the Memo of Understanding, dated May 5, 2009, such employees shall receive credit upon retirement from employment of 25% for the cash value of any hours in excess of 1,687 up to 2,880 hours. Such hours shall be paid as a contribution to their VEBA. The rate used for the contribution will be based on the employee's salary at the time of retirement.

Life Safety Inspector Classification:

Each employee upon retirement shall have a contribution made to their VEBA representing 50% of his or her accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at 50% x 1,084 = 542). The rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate.

H. FAMILY AND MEDICAL LEAVE ACT~~POLICY~~

Classifications covered under this agreement and the City of Grand Island agree to comply with the provisions of the Family Medical Leave Act. Vacation time may be used as a substitute during medical leave.

## ARTICLE VII MILITARY LEAVE

~~The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Neb. Rev. Stat. §55-160. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.~~

~~An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.~~

The City also recognizes and abides by the [Nebraska Family Military Leave Act](#) as provided by [Nebraska Statutes, Neb. Rev. Stat. §55-102 and Neb. Rev. Stat. §55-503.](#)

## ARTICLE VIII COURT LEAVE

### A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which employee is a party, employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

### B. PROCEDURE

An employee who is called for witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court and, at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at court.

### C. FEES

Fees received for jury service in a federal, state, county, police, or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds and any witness fees received from any other source shall be deposited with the City Finance Director if the employee is paid by the City for the time needed to testify.

D. ADMINISTRATIVE LEAVE

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

**ARTICLE IX  
LEAVE WITHOUT PAY**

A. WHEN AUTHORIZED

The provisions relative to leave without pay shall be as follows:

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

B. CONDITIONS OF USE

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
2. Vacation and medical leave credits and holiday pay shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
4. Leave without pay for more than thirty days during the probationary/introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete the probationary/introductory period upon return from leave.

5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A leave without pay shall not be allowed for an employee to work for another employer or for self-employment.
7. A leave without pay may be granted to participate in union or legislative activities.
8. Employees must use leave banks prior to being on unpaid leave.

## **ARTICLE X TEMPORARY DISABILITY LEAVE**

### **A. WHEN AUTHORIZED**

In the case of temporary disability of a firefighter received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

### **B. APPLICATION OF WORKERS' COMPENSATION**

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.
2. While on leave due to a temporary disability related to a workplace injury, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

The City of Grand Island will comply fully with the Workers' Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

C. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one (1) shall constitute the date of injury, and

day six (6) shall be the day the employee begins light duty work. If an employee refuses light duty at day six (6), the employee shall use vacation time or go into a no pay status.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty time period expires.

## **ARTICLE XI GENERAL PROVISIONS CONCERNING LEAVE**

### **A. ABSENT WITHOUT APPROVAL**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

### **B. AUTHORIZED LEAVE FORMS REQUESTS**

For all leaves except unforeseeable medical leave or other emergency situations, a leave request, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the request shall be completed and submitted for approval upon the employee's return to duty. Unless a leave request approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

## **ARTICLE XII PAYROLL DEDUCTION OF UNION DUES**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular biweekly amounts specified therein from employee's pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues were deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

## **ARTICLE XIII POLICIES AND BENEFITS**



## DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City ~~absolutely~~ prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the ~~workplace-workplace~~ ~~or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the~~ workplace, on City premises, or in City vehicles. The standard cut-off limits are provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

Alcohol  
Cannabinoids (marijuana, hashish)  
Depressants (tranquilizers)  
Hallucinogens (PCP, LSD, designer drugs” etc.)  
Narcotics (heroin, morphine, etc.)  
Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five (5) days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within ten (10) days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee’s expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- ~~Opiates~~ Opioids
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace. Upon testing an employee, the employee will be out of service at the station until the results of the test are received. In situations, such as auto accidents,

where the employee is clearly not at fault, the Supervisor may return an employee to service prior to receiving the results of a drug screen.

B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

C. RESIDENCY

All employees, covered by this offer are required to reside within a ~~thirty-four~~ thirty-five (45) mile radius of the City of Grand Island. Employees who reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the ~~35-45~~ 35-45 mile radius. All newly hired employees shall have three ~~(3)~~ (3) months after completion of probationary/introductory period to comply with the residency requirements.

D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Division Chief, ~~Shift Commander~~ Battalion Chief and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

F. TUITION REIMBURSEMENT

Tuition reimbursement will be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties.

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%  
C – 80%

An employee, who takes a Credit Course as “Pass/Fail” that is part of a degree program and passes the course, may request reimbursement as a grade C or 80%.

The Fire Chief will include the request for reimbursement in the last payroll period of the fiscal year. Annual tuition reimbursement will be limited as follows:

Less than two years of service:	\$600.00
Two to five years of service:	\$1,000.00
Over five years of service:	No limitations

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

#### **ARTICLE XIV PENSION RETIREMENT PLAN**

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by State Statutes, as amended.

##### **Life Safety Inspector Classification:**

The City provides a pension plan that employees are eligible for immediately. Participation is mandatory upon the first day of employment. Employees defer 6% (pre-tax) of their pay into the pension plan. The City matches the 6% contributed by the employee. Employees direct 100% of Employee and Employer contributions. The vesting schedule is as follows:

1 year = 60%

2 years = 70%

3 years = 80%

4 years = 90%

5 years = 100%

#### **ARTICLE XV RATES OF PAY FOR WORK PERFORMED**

##### **A. SURVEY**

The parties have relied on their own survey data to negotiate the wages and terms and conditions of employment established by this agreement and the totality of the agreement represents a compromise

which should not be construed as an admission by either party regarding the appropriate array for determining comparability for the positions covered by this Agreement.

B. ~~2017-2018~~2019 - 2020 ~~FISCAL YEAR~~Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, ~~2017~~2019, for work performed under this agreement are attached as Exhibit "A".

C. ~~2018-2019~~2020 - 2021 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, ~~2018~~2020, for work performed under this agreement are attached as Exhibit "B".

D. 2021 – 2022 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2021, for work performed under this agreement are attached as Exhibit "C".

E. 2022 – 2023 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2022, for work performed under this agreement are attached as Exhibit "D".

~~DF.~~ Voluntary Employee's Beneficiary Association (VEBA)

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. ~~Effective October 1, 2012, the~~The City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

~~Life Safety Inspector Classification:~~

~~The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. The City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.~~

~~EG.~~ FUTURE INCREASES IN PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

~~FH.~~ STEP PAY PLAN

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1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1            Entry level;

Step 2 - 9        Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including probationary/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than salary table adjustments, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

6. When an employee is asked to work out of class, they must meet one of the following: have completed the Task Book for that position and be eligible to test, or on the current promotional list for that position. They will be compensated at a rate of one dollar and twenty five cents (\$1.25) per hour for hours worked out of class.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. PROMOTIONS: An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

9. DEMOTIONS: An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted may be demoted to the classification from which promoted. Such

employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

10. RECLASSIFICATION: This section addresses movements to and from the EMT and Paramedic classifications. Reclassifications are dependent upon budgetary approval and available FTEs.

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Reclassification to Firefighter/Paramedic: A Firefighter/EMT who has acquired a Paramedic license and requests to reclassify as a Firefighter/Paramedic will be placed in the lowest step of the Firefighter/Paramedic pay grade that will permit an increase of at least three (3) percent. The new Firefighter/Paramedic will complete a six (6) month introductory period.

Reclassification to Firefighter/EMT: A Firefighter/Paramedic who requests to reclassify to Firefighter/EMT will move to the closest pay step available on the Firefighter/EMT pay scale. This reclassification may result in a pay reduction.

1011. INTRODUCTORY PERIOD: All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

112. REGULAR STATUS: Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

**1213. CONVERSION FROM UNION TO NON-UNION POSITION:**

- a) Medical Leave: If an employee transfers to a non-union position and has the maximum medical leave accrued, then he/she will move to the maximum medical accrual in the new non-union position. If an employee has not reached the maximum medical accrual, then the conversion shall be prorated at a percentage of maximum accrual.
- b) Vacation Leave: The amount of hours in the employee's vacation bank will move with the employee to the non-union position. If the employee is over the vacation bank limit as outlined in the Personnel Rules & Regulations based upon years of service, the employee will not accrue further until he/she is below the allowed amount.

The rule would apply the same in an inverse situation.

**1314. APPARATUS OPERATOR:** When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles), the employee will receive an additional fifty cents (\$.50) per hour. For purposes of this article, the apparatus shall mean pumper, rescue pumper and aerial. The employee must be certified and assigned for the shift to qualify. The City will not be required to compensate two (2) employees assigned for the same equipment for the same period of time. Employees will be selected and trained to become Apparatus Operators on the following:

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- a) Employee must have at least 2 years in the position of Firefighter/EMT or Firefighter/Paramedic;
- b) Successfully complete the department training- consisting of Driver operator class and/or FAO Task Book; and
- c) Maintain department certification as an Apparatus Operator.

When the need arises to add and train new apparatus operators, the employee will notify the Chief of their interest and the Chief will select candidates for training. The ~~Shift Commander~~Battalion Chief or Captain will create and implement a rotation schedule when more than one qualified FAO is assigned to his/her Company.

**ARTICLE XVI  
EMPLOYEE RELATIONS**

**A. GENERAL**

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City and the department. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

**B. MEMBERSHIP IN UNION**



The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel union membership.

C. DISCIPLINARY ACTION

Disciplinary Action - Cause: Cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

**ARTICLE XVII  
GRIEVANCE PROCEDURE**

A. PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the Union. Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance; the act or acts of commission or omission; the time and place of the act of commission or omission; the identity of the party or parties who claim to be aggrieved; the provisions of this agreement that are alleged to have been violated; and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance:

First Step - Any employee who believes that he or she has a justifiable grievance shall discuss the request or complaint within ten (10) calendar days with the Union Grievance Committee. If the Committee determines that no grievance exists, then no further action is necessary.

Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the Fire Chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) calendar days after receipt of the grievance.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the mayor of the City or the mayor's designated representative within ten (10) calendar days after the decision of the Fire Chief. The mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, he or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

#### B. GENERAL CONDITIONS

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

### **ARTICLE XVIII OTHER BENEFITS**

#### A. INSURANCE

Except as modified by this Article XVIII, Section A, the City agrees to provide medical and dental insurance during the term of this agreement for the employee and employee's eligible dependents at the same eligibility benefit level and employee contribution level as provided to other City employees under the City's general group insurance plan. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified. The City agrees to provide life insurance benefits, following the City's current plan.

The City shall make available a high deductible health plan (HDHP) for employees covered under this contract. Employee premiums for the HDHP are as follows:

<u>Year 1 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 75.81</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 175.52</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 258.98</u>	<u>\$ 2,700.00</u>

<u>Year 2 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 77.33</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 179.03</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 264.16</u>	<u>\$ 2,700.00</u>

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<u>Year 3 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 78.87</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 182.61</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 269.44</u>	<u>\$ 2,700.00</u>

<u>Year 4 HDHP</u>		
<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$ 80.45</u>	<u>\$ 1,350.00</u>
<u>2/4</u>	<u>\$ 186.26</u>	<u>\$ 2,025.00</u>
<u>Family</u>	<u>\$ 274.83</u>	<u>\$ 2,700.00</u>

#### B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his or her return.

2. The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty (60) days. Thereafter, the employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and employee's premium, if any, during this period.

#### C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

#### D. UNIFORM ALLOWANCE

The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, helmet and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker gear as is necessary to rotate out as determined by the Chief.

The City shall establish a quartermaster system where employees may order approved station uniform wear. Each employee after their first year will be credited five hundred twenty five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. The City shall ~~deposit credit~~ the clothing allowance on the first full ~~paycheck pay period~~ in October. Orders must be placed by August 15<sup>th</sup> of each year to allow for invoice processing and year-end budgeting.

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New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. The new hire and post-probation credits will be issued the first ~~check pay period~~ after the respective date. These amounts are not cumulative and must be used or lost. If an employee orders more items than they have money available, he/she will be responsible for the additional amount.

The following represents a sample list of approved items for new hires:

<u>Uniform Trousers</u>	<u>Cold Weather Gloves</u>
<u>Uniform Shorts</u>	<u>Uniform Coat</u>
<u>Long Sleeve Uniform Shirts</u>	<u>Ball Cap</u>
<u>Short Sleeve Uniform Shirts</u>	<u>Uniform Belt</u>
<u>Sweatshirts</u>	<u>Uniform Shoes and/or Boots</u>
<u>Long Sleeve T-shirts</u>	<u>Polo Shirt</u>
<u>Short Sleeve T-shirts</u>	<u>Items associated with a Class A Uniform</u>
<u>Helmet Light</u>	<u>Class A Overcoat</u>
<u>Bunker Gear Light</u>	<u>Exercise Shoes, Shorts, Sweatpants</u>
<u>Flashlight</u>	<u>Badges</u>
<u>Job Shirt</u>	

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, bunker gear paid for by the City shall remain the property of the City and shall be returned. The City will give no less than a ninety (90) day notice prior to any change to the uniform policy. Any changes would coincide with the award of the annual uniform allowance.

Life Safety Inspector Classification:

The City will provide to all new hires at the time of hire two (2) polo shirts, two (2) t-shirts, two (2) pants, one (1) belt, one (1) hat and one (1) uniform coat. These items will be replaced as needed by the City.

#### E. SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one fire captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment, and/or apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. ~~INFECTIOUS DISEASE EXPOSURE~~ OCCUPATIONAL HEALTH: TESTING AND TREATMENT

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and testing for HIV, and tuberculosis and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

The City will provide cancer testing during annual physicals if the Grand Island Fire Department Medical Director recommends such testing.

G. EXCHANGING WORK DAYS

Employees, solely at their option and with approval of the department, may agree to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Commander-Battalion Chief or Acting Shift Commander Battalion Chief shall be responsible for the approval of all time trades, which shall be submitted in writing. Once approved all time trades shall be considered as final. The City assumes no liability or responsibility for repayment of time trades. Employees maintain all records regarding time trades exclusive of the written request. The City shall not be responsible for any additional costs related to time trades. The City reserves the right to cancel work exchanges if either employee cannot fulfill the exchange. A two (2) calendar week notice of cancellation shall be provided by the City.

H. INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to make recommendations regarding health and dental -benefits. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for ~~health~~ and dental contributions and premiums.

I. MILEAGE REIMBURSEMENT

The City shall reimburse employees for mileage when using personal vehicles to move between stations due to staff rebalancing. Reimbursement rates are determined using the U. S. General Services Administration's (GSA's) Privately Owned Vehicle (POV) Mileage Reimbursement Rates.

#### J. LONG TERM DISABILITY

The City agrees to provide long term disability insurance during the term of this agreement for the employee at the same benefit level as provided to other City employees under the City's general group insurance plan. Employee contribution levels shall be evaluated annually during the plan renewal process. Increases in premium renewals shall be shared with the employees covered under this agreement based on a cost escalator process. For purposes of this Section, cost escalator process shall mean the difference in premium costs between a member of the bargaining unit and the average premium cost for all other City employees, which the difference shall be the responsibility of the bargaining unit member. Employee participation in long term disability is mandatory as long as coverage is available. Employee contributions will be on a pre-tax basis.

The City reserves the right to a request for proposal process to evaluate potential new vendors. In the event carriers refuse to cover members of the IAFF, the City reserves the right to discontinue coverage of IAFF members with a ninety (90) day notice. If the IAFF members have been removed from coverage, or elect to discontinue coverage, VEBA contributions will increase from \$10.00 per pay period to \$20.00 per pay period for the duration of the contract. IAFF reserves the right to discontinue coverage with a thirty (30) day notice.

#### K. LONGEVITY

Effective the first full pay period in October 2019, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. If an employee separates employment, prorated longevity pay ceases at the end of employment. The following annual longevity pay rate schedule shall apply:

10 years	\$ 645.50 (Beginning 11 <sup>th</sup> year)
15 years	\$ 830.50 (Beginning 16 <sup>th</sup> year)
20 years	\$1,032.50 (Beginning 21 <sup>st</sup> year)
25 years	\$1,247.50 (Beginning 26 <sup>th</sup> year)

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### **ARTICLE XIX MANAGEMENT RIGHTS**

#### A. COLLECTIVE BARGAINING

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees; provided, that the City, acting through its chief administrative

officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

**B. RESERVED RIGHTS**

Except where limited by express provisions elsewhere in this offer, nothing in the offer shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska, and City ordinances. These rights, powers, and authority include, but are not limited to the following:

1. Discipline or discharge for just cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign, or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

**ARTICLE XX  
GENERAL PROVISIONS**

**A. SCOPE OF NEGOTIATIONS**

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

**B. MATTERS NOT SPECIFICALLY MENTIONED**

Any and all matters not specifically mentioned in this offer are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings during the life of this offer.

C. CHIEF ADMINISTRATIVE OFFICER

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The union agrees that it shall deal with City only through the chief administrative officer of the City or designated representative.

D. UNION MEETINGS

Union meetings shall be ~~held at a location other than~~allowed at the City's ~~fire~~Fire stationsStation 1.  
Room requests shall be submitted to the Fire Division Chief.

E. UNION CREDENTIALS

No representative of the Local 647 Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

The union agrees that it or its members will not solicit membership in the union or otherwise carry on union activities during working hours or on City property.

G. DISCRIMINATION

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

H. UNION INTERFERENCE

The City and the union agree not to interfere with the right of employees to become or not to become members of the union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

I. PHYSICAL FITNESS PROGRAM

The City maintains the right to test for fitness for duty as provided for in the Americans with Disabilities Act for return to work.

The Safety Committee, as established by the Fire Department, will review employee fitness and wellness programs and make recommendations to the Chief and City Administrator regarding on going fitness and wellness. Any changes to the plan or requirements will be given to the committee for review and recommendation.

J. FIRE CHIEF



All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

## **ARTICLE XXI STRIKES AND LOCKOUTS**

### **A. STRIKES**

Neither the union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The union shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without union authorization, the union shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this article without union sanction may be summarily discharged or disciplined by the City.

### **B. LOCKOUTS**

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

## **ARTICLE XXII DURATION OF OFFER**

### **A. EXPIRATION**

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, ~~2017~~2023. The City and the Union agree to adhere to the laws of the State of Nebraska with respect to the Industrial Relations Act.

### **B. TERM**

This labor agreement shall commence upon ratification by both parties on October 1, ~~2017~~2019 and shall continue in full force and effect until Midnight, September 30, ~~2019~~2023. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the offer shall continue in full force and effect unless modified in accordance with the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision.

### **C. CIR WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of

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comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2017-2019~~ through September 30, ~~2019~~2023.

### **ARTICLE XXIII SEVERABILITY**

If any of the provisions of this offer are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this offer shall remain in full force and effect for the duration of this offer.

### **ARTICLE XXIV SCOPE OF AGREEMENT**

#### **A. COMPLETE AGREEMENT**

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

#### **B. INTERPRETATION**

This Offer has been extended and will be implemented in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Offer shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

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INTERNATIONAL ASSOCIATION

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R E S O L U T I O N   2019-266

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Association of Firefighters, Local No. 647 and

WHEREAS, representatives of the City and the IAFF met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IAFF and the agreement has been presented to City Council for approval,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Association of Firefighters, Local No. 647 for the period of October 1, 2019 through September 30, 2023.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 27, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 23, 2019	☐ City Attorney